

AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF SUGAR LAND, TEXAS

AGENDA OF 10/05/04 DEPARTMENT OF ORIGIN: PARKS AND REC. REQ. NO. VIII D
DATE SUBMITTED: 09/23/04
PREPARED BY: MIKE GOODRUM

SUBJECT: PURCHASE OF SOFTWARE AND PROFESSIONAL SERVICES FOR PARKS AND RECREATION RESERVATION/RECREATION MANAGEMENT SOFTWARE

PROCEEDING: CONSIDERATION OF AND ACTION ON AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND PROFESSIONAL SERVICES FROM CLASS SOFTWARE SOLUTIONS LTD. IN THE AMOUNT OF \$37,370.00.

CLEARANCES: DIRECTOR OF PARKS AND RECREATION *HGM*
INFORMATION SYSTEMS DIRECTOR *gm*
FINANCE DIRECTOR *cm*
ASSISTANT CITY MANAGER *F&H*

EXHIBITS: CONTRACTS

APPROVED FOR SUBMITTAL: CITY MANAGER *Allen Boyard*

EXPENDITURE REQUIRED: \$ 37,370.00

AMOUNT BUDGETED: \$ 46,460.00 + 4,500.00 = \$50,960

APPROPRIATION REQUIRED: N/A

EXECUTIVE SUMMARY:

The Parks and Recreation Department requests City Council approval for the acquisition of Reservation/Recreation Management Software. The software will enable the Parks and Recreation Department to more efficiently serve its customers and provide for higher accountability.

Currently all reservations and registrations are managed through a paper system which is inefficient and unstable. If the Parks and Recreation Department's files were damaged all records of reservations and registrations for an extended period of time would be lost, negatively impacting thousands of residents. Furthermore, it is difficult and time intensive to make reservations and check availability because records are not easily available. Once the Reservation/Recreation Management Software is implemented this information will be more stable and residents will be able to make reservations and registrations in a third of the time it currently takes.

A team of employees from the Parks and Recreation Department and IS Department reviewed several systems and it was recommended to proceed with Class Software Solutions. Class Software Solutions

was founded in 1976 and serves over 600 cities and community organizations with this system, including dozens in Texas and our surrounding area. Numerous cities have been contacted about their systems and all have been very satisfied and praised the benefits of the software.

The Parks and Recreation Department recommends the purchase of Reservation/Recreation Management Software from Class Software Solutions. The software will be utilized for the management of facilities, recreation programs, events, Youth Sports scheduling and cash receipting/reporting. Since Class Software integrates with the HTE financial system daily financial transactions and reports will be automated instead of the current manual system. Furthermore, Class Software is a modular system therefore it is very simple to add future enhancements such as web site registrations and point of sale with minimum effort. Class Software Solutions will also provide professional services including project planning, installation, Business Process Engineering and staff training. There was \$46,460 appropriated in the FY 2004 annual budget for Reservation/Recreation Management Software, which will be carried over into FY 2005. The IS Department has budgeted \$4,500 for software maintenance in FY 2005 for a total of \$50,960. The first year of maintenance costs are included in the Class Software Solutions contract. Hardware such as servers and fiber cables will be purchased from a separate vendor in the approximate amount of \$13,005.00.

RECOMMENDED ACTION:

Staff recommends authorization of a contract with Class Software Solutions Ltd. in an amount not to exceed \$37,370.00.

**CITY OF SUGAR LAND
STANDARD SERVICES CONTRACT**

Revised 1/06/04

This Contract (Contract) is made between the City of Sugar Land, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions
- V. Contract Attachments

I. Summary of Contract Terms.

Contractor:	Class Software Solutions Ltd.
Description of Services:	Parks Recreation and Reservation Software Installation and Maintenance
Maximum Contract Amount:	\$37,370
Effective Date:	On the latest date of the dates executed by both parties
Termination Date:	Upon completion of all obligations by both parties

II. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND*

CONTRACTOR:

Signed by: Date: _____
____ City Manager
____ Assistant City Manager
____ Director
____ Program Manager

Title: _____
Date: _____

*Contract Signature Authority:	Program Manager -\$3,000 or less
	Director - \$15,000 or less
	City Manager/Assistant City Managers - over \$15,000 or no expenditure required

Attest: City Secretary

Reviewed for Legal Compliance:

Meredith Wilganski

III. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience.* Except where an Additional Contract Document provides otherwise, under this paragraph, the City may terminate this entire Contract, or any one or more of the Contract Attachments, during its term at any time for the City's own convenience where the Contractor is not in default by giving 90 days written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Except where a Contract Attachment provides otherwise, either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

D. Liability and Indemnity. Each party has contractually agreed to limit each others' aggregate liability for all damages, injury, and liability incurred by either party and all other parties in connection with this agreement to \$38,000.00. Any additional provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third-party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. Contractor shall not assign this Contract without providing prior written notice to the City.

F. Law Governing and Venue. This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

I. Dispute resolution procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. To accomplish this, the parties agree to mediation and arbitration as follows:

1. *Mediation*. If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, then the parties agree first to try in good faith, and before bringing any legal action, to settle the dispute by mediation of a third party who will be selected by agreement of the parties.

2. *Arbitration*. If the parties cannot resolve by mediation any claim or dispute relating to this Contract and the claim or dispute involves a sum that exceeds \$100,000, then, upon the demand of either party, whether before or after the filing of any suit, any controversy or claim arising out of or related to this Contract shall be settled by binding arbitration in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may agree in writing to use any other arbitration procedures or rules in lieu of those specified in this paragraph.

IV. Special Terms or Conditions. None.

V. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this Contract.

A. Contractor's Additional Contract Documents:

1. Class Software Solutions Ltd. Support and Maintenance Agreement (7 pages)
Third Party Product Purchase Agreement (5 pages)
General Software Services Agreement (5 pages)
Software License Agreement (7 pages)

B. City's Additional Contract Documents:

1. Insurance for Designated Professional Service Contracts [Form PU-111F-2 (3 pages)]

a. the cover pages (referred to collectively as the “**Cover Page**” if and only if executed as the cover page to the complete Agreement, and otherwise subject to the Terms and Conditions),

b. the attached Terms and Conditions of CSS Third Party Product Purchase Agreement (“**Terms and Conditions**”), and

c. any additional purchase order documentation delivered to CSS by the Customer

constitutes the entire agreement between the undersigned customer (“**Customer**”) and Class Software Solutions Ltd. (“**CSS**”) whereby, and CSS and the Customer hereby agree that, CSS will provide to the Customer the Third Party Products described in this Agreement, for prices as described in the Third Party Products Table below as modified pursuant to the Terms and Conditions. Any apparent contradiction among this Cover Page, the Terms and Conditions and any additional purchase order documentation delivered to CSS by the Customer is to be resolved by giving priority to the Terms and Conditions, followed by the additional purchase order documentation, and then the Cover Page.

Product	Units	Unit Price	Total Cost
MagTek Credit Card Reader – Tracks 1 & 2 (wedge)	2	\$105	\$210
		Total Cost:	\$210

If this page is being provided by the Customer as part of purchase order documentation as described in section 2.2 of the Terms and Conditions, the desired date of receipt of the shipment of Third Party Products referred to herein is:

{The remainder of this page is intentionally BLANK}

The parties hereto each acknowledge that they have read, understand and agree to be bound by this Agreement, or if this page is delivered by the Customer as purchase order documentation pursuant to section 2.2 of the Terms and Conditions, by the terms of this page as modified by the Agreement.

<div><div></div><div>Full Legal Customer Name</div></div> <div><div></div><div>Address</div></div> <div><div></div><div>Facsimile</div></div>	<div><div></div><div>Authorized Signatory</div></div> <div><div></div><div>Date</div></div>	<div>Address for shipment delivery, if other than as shown on left:</div> <div><div></div></div> <div><div></div></div> <div><div></div></div>
<div><div>Class Software Solutions Ltd.</div><div><div></div><div>Authorized Signatory</div></div><div><div></div><div>Date</div></div></div>		

{The remainder of this page is intentionally BLANK}

1. INTERPRETATION

1.1. Definitions - For the purposes of interpreting this Agreement, the following terms will have the following meanings:

- a) **"Agreement"** means this Class Software Solutions Ltd. Third Party Product Purchase Agreement.
- b) **"CSS"** means Class Software Solutions Ltd.
- c) **"Customer"** means the legal entity other than CSS entering this Agreement.
- d) **"Related Documentation"** means any end user specifications, manuals, instructions, and other materials, and any copies of any of the foregoing, in any medium, related to the Third Party Products and supplied by CSS to the Customer with the Third Party Products.
- e) **"Third Party Products"** means those hardware, firmware and/or software products, provided to CSS by third parties, listed on the Cover Page, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by CSS.
- f) **"Third Party Products Table"** means the table on the Cover Page.
- g) **"Warranty Period"** means, in relation to any particular Third Party Products, the 90 days immediately following delivery of that Third Party Product to the Customer.

1.2. Headings - The headings contained in this Agreement are inserted for convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

2. PURCHASE AND SALE; SECURITY; DELIVERY

2.1. Purchase Commitment and Price - CSS hereby agrees to sell to Customer, and Customer hereby agrees to purchase from CSS, the Third Party Products listed in the Third Party Products Table in the volumes and at the prices described therein, subject to these Terms and Conditions.

2.2. Delivery – CSS will ship all or any part of the Third Party Products to the Customer as soon as reasonably possible (or, if the below-described purchase order documentation does not seek immediate shipping, at the time CSS considers reasonable in order to meet the desired delivery date described) after receipt by CSS, and acceptance of the terms thereof by CSS, of a purchase order from the Customer specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery. Any such purchase order must, at a minimum, include a page, in the form of the Cover Page, modified to indicate the information described above relating to the particular shipment, executed by the Customer. In any case, all shipments are F.O.B. Vancouver, British Columbia, Canada.

2.3. Changes by Customer to Delivery Schedule – Following delivery by the Customer of any purchase order documentation described in section 2.2, no changes by the Customer to the shipment schedule described therein will be permitted unless CSS is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

2.4. Acceptance of Purchase Orders – Purchase orders delivered by the Customer to CSS pursuant to are not binding upon CSS until accepted by CSS in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by the Customer, other than the information required pursuant to section 2.2, will be binding upon CSS, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that CSS may accept or otherwise approve such purchase orders. CSS reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in section 3.2.

2.5. Additional Third Party Products – The Customer may purchase Third Party Products in addition to those listed in the Third Party Products Table by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Third Party Products Table on the date of execution of the Cover Page subject to:

2.6. the price for such additional Third Party Products being subject to agreement between the parties each in their own absolute discretion, and

- a) CSS having a right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to the Customer without any liability to the Customer whatsoever for such discontinuance.

2.7. Charge On/Security Interest in Third Party Products - CSS shall have a charge against/ security interest in all Third Party Products, and all proceeds arising therefrom, until Customer has paid CSS in full for all amounts owing from Customer to CSS in connection with the particular shipment of which any Third Party Products form a part. Customer shall execute or cause to be executed all instruments and do or cause to be done all acts that CSS, acting reasonably, requires to effect, perfect, register or record such charges/security interests. In the event of default in payment or other breach by Customer, CSS shall, in addition to all other rights afforded by law, have all of the rights and remedies of a secured creditor under the Personal Property Security Act of the jurisdiction in which the Third Party Products is situate or Article Nine of the Uniform Commercial Code, as applicable.

3. CHARGES AND PAYMENTS

3.1. Prices - The pricing applicable to Third Party Products is as set out on the Cover Page, as modified under this Agreement.

3.2. Pricing Variability – The Customer acknowledges that:

- a) the prices described in the Third Party Products Table are applicable for six (6) months after the date of execution hereof, and
- b) such prices are based upon the Customer taking delivery of the full number of any particular Third Party Product listed in the Third Party Products Table in a single shipment and the Customer hereby agrees that after the expiry of such initial six-month period, or in case of the Customer seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed on the Third Party Products Table, the actual prices may be higher. Prior to shipment of any Third Party Products which would be subject to pricing which differs from that described on in the Third Party Products Table, CSS will notify the Customer of any such different pricing and the Customer will accept such different pricing, as mutually agreed between the Customer and Class, in writing.

3.3. Taxes and Other Charges – The Customer will pay all shipping & handling costs and all applicable sales, use, withholding and excise taxes, and any other assessments against the Customer in the nature of taxes, duties or charges however designated on the Third Party Products, on or resulting from this Agreement, exclusive of taxes based on the net income of CSS.

3.4. Currency – All prices shown or otherwise referred to in or in connection with this Agreement are in the currency of the country in which the Customer is located as described on the Cover Page.

3.5. Invoices - CSS will invoice the Customer for applicable amounts upon shipment of any Third Party Products. All invoices are payable within 30 days of receipt thereof, and such receipt is deemed to occur as though such invoices were notices sent pursuant to section 9.3 of the Terms and Conditions unless such invoices physically accompany the shipped Third Party Products in which case receipt is deemed to occur upon the date of actual delivery of such shipment to the Customer. Overdue invoices will bear interest at 1% per month, 12.68% per annum.

4. PROPRIETARY RIGHTS

4.1. Third Party Proprietary Rights and Indemnity by Customer - The Customer acknowledges that any Third Party Products supplied by CSS hereunder are supplied by CSS as a reseller thereof, and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark and patent rights. The Customer will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party which has legal control of those rights, and the Customer will defend or settle any claim made or any suit or proceeding brought against CSS insofar as such claim, suit or proceeding is based on an allegation that any Third Party Product provided to the Customer hereunder has been installed, used or otherwise treated by the Customer or any client or customer of the Customer in violation of the proprietary rights of any third party, or on an allegation that the Customer or any client or customer of the Customer has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that CSS will notify the Customer in writing promptly after the claim, suit or proceeding is known to CSS and will give the Customer information and such assistance as is reasonable in the circumstances. The Customer will have sole authority to defend or settle any such claim at the Customer's expense. The Customer will indemnify and hold CSS harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2. Third Party Products which are Software - The Customer acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than CSS who possess the rights to control such possession, installation and use.

5. SERVICES

5.1. Despite any other provision of this Agreement, CSS is not required to provide any services whatsoever under this Agreement. The Third Party Products are eligible for services to be provided by CSS under separate agreement with CSS, should the Customer wish to acquire such services.

6. WARRANTY

6.1. Warranty – CSS warrants to the Customer that CSS has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

6.2. Warranties Provided by Third Party Suppliers - Third Party Products are warranted by the manufacturers thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and the Customer agrees that the Customer will rely solely on such Third Party Product warranties and the Customer shall make no claim against CSS on account of any warranty, express or implied, which may apply to any Third Party Product.

6.3. Limited Money-Back Guarantee – At any time prior to the second anniversary of Initial Installation of the first Module to be installed under the Software License Agreement between CSS and the Customer, if:

- a) the Third Party Products do not reasonably conform to the functional specifications described in the user documentation accompanying them, or to functional specifications described in any statement of work negotiated between CSS and the Customer (as modified by mutual agreement) in effect during such two years; and
 - b) CSS has had reasonable opportunity to remedy such non-conformity; and
 - c) the Customer has exerted all reasonable efforts to assist CSS to remedy such non-conformity,
- OR IF
- d) the Customer exercises its rights under provisions, analogous to this provision, of any "Software License Agreement" or "General Software Services Agreement" between CSS and the Customer,

the Customer may notify CSS in writing that it seeks a refund of all fees paid under this Agreement, and within 90 days of receipt of such notice CSS will refund to the Customer all fees paid by the Customer hereunder.

7. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

7.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE WARRANTY SET OUT IN SECTION 6.1, THE LIMITED GUARANTEE IN SECTION 6.3 AND THE MANUFACTURERS' WARRANTIES, DOCUMENTATION FOR WHICH ACCOMPANIES THE THIRD PARTY PRODUCTS AS DESCRIBED IN 6.2 ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, CSS DOES NOT WARRANT THAT ANY THIRD PARTY PRODUCT PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE OPERATION THEREOF WILL BE FREE FROM INTERRUPTION OR ERRORS.

7.2. NO INDIRECT DAMAGES – WITHOUT LIMITING THE GENERALITY OF SECTIONS 7.1, 7.3 OR 7.4, IN NO EVENT WILL CSS BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT) (EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, EXCEPTING LOSS OR DAMAGE FOR PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM THE SOLE NEGLIGENCE OF CSS, IN CONNECTION WITH THIRD PARTY PRODUCTS PROVIDED HEREUNDER OR IN ANY OTHER RESPECT RELATING TO THIS AGREEMENT.

7.3. LIMITS ON LIABILITY – SUBJECT TO SECTION 6.3 BUT DESPITE ANY OTHER PROVISION OF THIS AGREEMENT, IF, FOR ANY REASON, CSS BECOMES LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), EXCEPTING LIABILITY FOR PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY, INCURRED IN CONNECTION WITH THIS AGREEMENT, THEN CSS'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WILL BE, AT CSS'S OPTION, TO REPAIR, PROVIDE AN EQUIVALENT REPLACEMENT FOR OR REFUND THE PURCHASE PRICE OF ANY THIRD PARTY PRODUCT WHICH HAS CAUSED THE DAMAGES RESULTING IN SUCH LIABILITY OF CSS WHICH THIRD PARTY PRODUCT IS RETURNED, SHIPPING COSTS PREPAID, PROPERLY PACKAGED WITH THE DULY AUTHORIZED CSS RETURN PERMIT, TO CSS'S DESIGNATED OFFICE DURING THE THIRD PARTY WARRANTY PERIOD.

7.4. THIRD PARTY PRODUCTS MODIFICATION – ANY THIRD PARTY WARRANTY OBLIGATIONS OR ANY CSS WARRANTY OBLIGATIONS HEREUNDER WILL BE VOID IN THE EVENT CUSTOMER MODIFIES THE THIRD PARTY PRODUCT IN QUESTION OR USES ANY ATTACHMENT, FEATURE, OR DEVICE WHICH IS NOT SPECIFIED AS AN APPROVED ATTACHMENT IN THE RELATED DOCUMENTATION FOR THE THIRD PARTY PRODUCT WITHOUT FIRST OBTAINING CSS'S WRITTEN APPROVAL.

7.5. SEPARATE ENFORCEABILITY - SECTIONS 7.1 THROUGH 7.4 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

8. TERMINATION

8.1. Termination - This Agreement will terminate:

- a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written notice thereof; and
- b) without limiting a), at the option of CSS if the Customer breaches section 3 of this Agreement, including without limitation by failure to pay any invoice within 30 days of receipt thereof provided that the right of termination will be in addition to all other rights and remedies available to the parties for breach or default by the other.

8.2. Consequential Termination – This Agreement will terminate immediately and automatically upon CSS receiving notice from the Customer that the Customer seeks a refund under s. 6.3 of this Agreement, or under any analogous provision of any "Software License Agreement" or "General Software Services Agreement" between CSS and the Customer.

8.3. Suspension of Obligations - If either party should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, but this section will not permit the Customer to suspend its obligation to make payments owing in respect of Third Party Products already brought into stock by CSS on account of the Customer having provided CSS w

relation thereto.

9. GENERAL

9.1. Complete Agreement - This Agreement including all additional purchase order documentation provided by the Customer to CSS and accepted by CSS according to this Agreement constitutes the complete and exclusive statement of the agreement between CSS and the Customer relating to the subject matter hereof, and supersedes all oral or written proposals, prior agreements and other prior communications between the parties, concerning that subject matter.

9.2. Force Majeure - Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, will be postponed automatically to the extent that any party is prevented from meeting them by causes (other than inability to pay) beyond its reasonable control.

9.3. Notices - All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such courioring, as applicable, is retained. Notice may also be deposited in the Canadian mails (or if the Customer is resident outside Canada and is rendering the notice, in the mails of that country), postage pre-paid, certified or registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

9.4. Governing Law - This Agreement and performance hereunder will be governed by the laws of the jurisdiction provided in the address of the Customer on the Cover Page excepting in the case of Louisiana when the laws of California will apply, or in the case of Quebec when the laws of Ontario will apply.

9.5. Non-Assignability - This Agreement is not assignable by the Customer. Any assignment, purported assignment or attempt to assign by the Customer will be a material breach of this Agreement and will be void.

9.6. Survival – Sections 4, 7 and 9 of this Agreement will survive termination and expiration of this Agreement.

General Software Services Agreement

This document (the “**Agreement**”), consisting of:

- a. this cover page (“**Cover Page**”),
- b. the attached table of Services (“**Services Table**”);
- c. the attached Terms and Conditions of Class General Software Services Agreement (“**Terms and Conditions**”); and
- d. the attached form of Certificate of Insurance (“**Certificate of Insurance**”)

constitutes the agreement between the undersigned customer (“**Customer**”) and Class Software Solutions Ltd. (“**CSS**”) whereby, CSS and the Customer hereby agree that, CSS will provide to the Customer the Services described in this Agreement, for prices and at rates as described in the Services Table as modified pursuant to the Terms and Conditions. Any apparent contradiction among this Cover Page, the Terms and Conditions, the Services Table and/or the Certificate of Insurance is to be resolved by giving priority to the Terms of Conditions, followed by the Cover Page, followed by the Services Table, and finally the Certificate of Insurance.

The parties hereto each hereby acknowledge that they have read, understand and agree to be bound by this Agreement.

<hr/> <i>Full Legal Customer Name</i>	<hr/> <i>Authorized Signatory</i>	<i>Designated Customer contact person/CSS System Administrator and site; if more than one, provide all</i>
<hr/> <i>Address</i>	<hr/> <i>Date</i>	
<hr/>		
<hr/> <i>Facsimile</i>		
<hr/> Class Software Solutions Ltd.		
	<hr/> <i>Authorized Signatory</i>	<hr/> <i>Date</i>

{The remainder of this page is intentionally BLANK}

Services Table

Pre-Agreed Services	Rate per Hour	Number of Hours	Total Services Cost
A. Pre- Project Documentation	\$125	16	\$2,000
B. Database & Software Installation	\$125	8	\$1,000
C. On-Site less than 3 days <i>(PLUS AIRFARE)</i>			
C.i. Standard Consultants	\$155		
C.ii. Senior Consultant / Project Planner	\$220		
C.iii. Technical Specialist	\$250		
D. On Site 3 days or More <i>(PLUS AIRFARE)</i>			
D.i. Standard Consultants	\$125		
D.ii. Senior Consultant / Project Planner	\$190	24	\$4,560
D.iii. Technical Specialist	\$220		
E. e-Consulting <i>(REQUIRES INTERNET ACCESS ON EACH PC)</i>			
E.i. Standard Consultants	\$100	96	\$9,600
E.ii. Senior Consultant / Project Planner	\$190		
E.iii. Technical Specialist	\$220		
F. Weekend Surcharge *			
F.i. Standard Consultants	\$75		
F.ii. Senior Consultant / Project Planner	\$75		
F.iii. Technical Specialist	\$75		
Totals			\$17,160

NOTE THAT RATES SHOWN INCLUDE ALL TRAVEL EXPENSES OTHER THAN AIRFARE

Terms and Conditions of Class General Software Services Agreement

1. DEFINITIONS

1.1. Definitions - For the purposes of interpreting this Agreement, the following terms will have the following meanings:

- a) **"Initial Installation"** means the date upon which any of the Software has first been installed on any server computer owned or controlled by the Customer.
- b) **"Other Services"** means Services other than Pre-Agreed Services acquired by the Customer under this Agreement.
- c) **"Pre-Agreed Services"** means Services which are expressly listed in the Services Table as being acquired hereunder by the Customer.
- d) **"Release"** means any release, update, patch, set of revisions, or bug/permanent fix or temporary bypass solution released by CSS to its customers generally during the term of this Agreement, which provides enhancements and/or error corrections to the then-current Version or Release, and where a new Version has been released and no new Release has been released since the release of that Version, that Version will also constitute a Release for the purpose of determining whether Support or Maintenance is available with respect to that Version. New Releases will be denoted by an increase to the version number to the right of the decimal point such as from Release 1.1 to Release 1.2.
- e) **"Services"** means any and all types of services which CSS provides, to the Customer and/or to other customers of CSS, in the course of CSS' business, including but not limited to services relating to the installation, implementation, customization, optimization, administration, training and troubleshooting of computers, computer software including the Software, computer networks, databases, internet-related equipment and applications, but expressly excludes Support and Maintenance as described in CSS's standard Software Support and Maintenance Agreement.
- f) **"Software"** means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by CSS and subsequently licensed by CSS to the Customer.
- g) **"Version"** means a version of the Software providing a particular functionality, while a new Version of the Software will provide new/additional functionality and/or improvements to a previous Version. New Versions will be denoted by a change to the version number to the left of the decimal point such as from Version 1.0 to Version 2.0.

1.2. Headings - The headings contained in this Agreement are inserted for convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

2. SERVICES TO BE PROVIDED

2.1. CSS will provide to the Customer:

- a) all Pre-Agreed Services which the Customer hereby agrees, pursuant to the Services Table, to acquire; and
- b) all Other Services which the Customer from time to time agrees to acquire, provided that no Services other than Pre-Agreed Services will be provided by CSS unless CSS has, prior to such Services being rendered, received confirmation from the Customer that the Customer wishes to acquire such Services and will pay for such Services under the terms of this Agreement; and
- c) Standard on-site services days are eight (8) hour days, included as billable time are fifteen (15) minute morning and afternoon breaks as

well as one (1) hour lunch break, the minimum billable on-site period is 8 hours. Standard e-Consulting (remote) services are provided in minimum four (4) hour increments.

- d) Weekend surcharges apply to services provided on a Saturday, Sunday, and on Friday for hours past the time at which the consultant would be reasonably able to travel to the next destination on Friday.

3. FEES AND PAYMENT

3.1. Pre-Agreed Services - The Customer will pay CSS the fees described in the Services Table for Pre-Agreed Services.

3.2. Other Services - Upon subsequent agreement from time to time between the Customer and CSS that the Customer will acquire Other Services, the Customer will pay for such Other Services at the service rates in effect at the time of provision of such Other Services, provided that the service rates shown in the Services Table will be effective for the 6-month period following effective date of this Agreement, and thereafter relevant service rates, if different from the rates contained in the Services Table, will be provided to the Customer prior to such Other Services being rendered.

3.3. Consulting and training Services include up to five (5) participants per class. Additional participants, to a maximum of ten (10) per class can be accommodated at an additional cost of \$100 per hour per participant.

3.4. Travel Expenses - Costs and rates as described in this Agreement include all CSS personnel travel expenses other than airfare. The Customer will pay all airfare relating to travel of CSS personnel relating to Services provided at the Customer's location, which airfare will unless urgency on the part of the customer requires otherwise, be at "coach" rates

3.5. Shipping and Handling - The Customer will pay all shipping & handling charges, applicable sales, use, withholding and excise taxes, and any other assessments in the nature of taxes, duties or charges however designated on the Services rendered under this Agreement, exclusive of taxes based on the net income of CSS.

3.6. Applicable Currency - Unless specifically stated otherwise, all prices and amounts are in the currency of the country in which the Software is installed.

3.7. Invoices (Delivery, Payability and Interest) - CSS will provide invoices to the Customer for all amounts owing by Customer hereunder, such invoices to be provided after provision of the Services to which they relate, and subsequently due within 30 days after receipt by the Customer. Overdue invoices shall bear interest at 1 % per month, 12.68% per annum.

4. ACCESS TO SYSTEM AND OTHER CUSTOMER OBLIGATIONS

4.1. Customer will provide, at no cost to CSS:

- a) sufficient space to allow CSS personnel on the Customer's site to perform the on-site Services acquired hereunder;
- b) office supplies and services such as photocopying, facsimile and telephone access;
- c) without limiting a), education and training facilities adequate to the training services acquired hereunder, including classroom space, networked PCs (minimum one (1) PC for every two (2) training participants), networked printing capability, computer display/projection facilities, and flip chart or whiteboard, plus markers and other ancillary supplies;
- d) subject to the security requirements of the Customer, 24 hour access to the Customer's system via either an always-available telephone circuit or an always available internet connection to enable CSS or its designated representative to perform any of the obligations placed upon CSS by this Agreement; and

- e) subject to the security requirements of the Customer, remote dial up/internet access methods approved by CSS to allow CSS to remotely diagnose and correct errors in the Software and provide other Services.
- 4.2. Without limiting the Customer's obligations, Customer will:
 - a) use its best efforts to upgrade to any new Release or Version of the Software that is designated for general distribution, as soon as possible after becoming aware of its availability;
 - b) ensure that at all times at least one current staff person of the Customer, who is the Customer contact person named on the Cover Page and per c), has been fully trained on the Software;
 - c) designate by written notice a single site and single person as the point of contact for telephone or other contact, which site and/or person the Customer may change upon 14 days prior notice; and
 - d) provide particulars of the Customer's system configuration in sufficient detail to allow CSS to effectively provide Services hereunder.

5. REPRESENTATIONS AND WARRANTIES

5.1. Insurance – CSS represents and warrants that it does and will at all times during the term of this Agreement maintain general liability insurance as described in the Certificate of Insurance.

5.2. Limited Warranty of Services - CSS warrants that all services provided hereunder will be performed in full conformity with the Agreement, with the skill and care which would be exercised by those who perform similar services at the time the services are performed, and in accordance with accepted industry practice. In the event of a breach of the express warranties contained herein and/or in the event of non-performance and/or failure of CSS to perform the services in accordance with the Agreement, CSS will, at no cost to Customer, re-perform or perform the services so that the services conform to the warranties.

5.3. Limited Money-Back Guarantee – At any time prior to the second anniversary of Initial Installation if:

- a) the Services provided hereunder do not reasonably conform to any statement of work negotiated between CSS and the Customer (as modified by mutual agreement) in effect during such two years; and
- b) CSS has had reasonable opportunity to remedy such non-conformity; and
- c) the Customer has exerted all reasonable efforts to assist CSS to remedy such non-conformity, OR IF
- d) the Customer exercises its rights under provisions, analogous to this provision, of any "Software License Agreement" or "Third Party Product Purchase Agreement" between CSS and the Customer,

the Customer may notify CSS in writing that it seeks a refund of all fees paid under this Agreement, and within 90 days of receipt of such notice CSS will refund to the Customer all such fees paid by the Customer hereunder.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

6.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE WARRANTIES SET OUT IN SECTION 5.1 AND 5.2 AND THE LIMITED GUARANTEE SET OUT IN SECTION 6.3 ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY, IN EFFECT REGARDING THE SERVICES.

6.2. NO INDIRECT DAMAGES – IN NO EVENT WILL CSS BE LIABLE

TO CUSTOMER OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT) IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, EXCEPTING LOSS OR DAMAGE FOR PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM THE SOLE NEGLIGENCE OF CSS.

6.3. LIMITS ON LIABILITY - SUBJECT TO SECTION 6.3 BUT DESPITE ANY OTHER PROVISION OF THIS AGREEMENT, IF FOR ANY REASON, CSS BECOMES LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), EXCEPTING LIABILITY FOR PERSON INJURY OR DAMAGE TO TANGIBLE PROPERTY, INCURRED IN CONNECTION WITH THIS AGREEMENT, THEN:

- A) THE AGGREGATE LIABILITY OF CSS FOR ALL DAMAGES, INJURY, AND LIABILITY INCURRED BY CUSTOMER AND ALL OTHER PARTIES IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE CHARGES PAID TO CSS FOR THE SERVICES WHICH GAVE RISE TO THE CLAIM FOR DAMAGES; AND
- B) CUSTOMER MAY NOT BRING OR INITIATE ANY ACT OR PROCEEDING AGAINST CSS ARISING OUT OF THIS AGREEMENT OR RELATING TO SERVICES MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS ARISEN,

AND ANY AND ALL AMOUNTS PAID BY CSS TO THE CUSTOMER ON ACCOUNT OF ANY REFUND UNDER SECTION 6.3 ARE DEEMED TO CONSTITUTE DAMAGES UNDER PARAGRAPH A) AND WILL ACCORDINGLY REDUCE THE AMOUNT PAYABLE BY CSS UNDER THAT PROVISION.

6.4. SEPARATE ENFORCEABILITY - SECTIONS 6.1, 6.2 AND 6.3 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

7. TERM

7.1. Term - The term of this Agreement will commence on the date of its execution and, subject to termination as provided herein, will continue indefinitely.

8. TERMINATION

8.1. Termination - This Agreement will terminate:

- a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written notice thereof from the non-defaulting party;
- b) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof;
- c) at CSS' option upon the expiry of sixty (60) days following issuance by CSS of an invoice to the Customer for fees payable under this Agreement and such invoice remaining unpaid, provided that CSS has prior to terminating under this provision provided the Customer with at least ten (10) days' prior written notice of such non-payment, which minimum 10-day period may expire before, simultaneously with, or after the sixty day period; or
- d) at either party's option if the other party assigns or attempts to assign this Agreement other than as expressly permitted by this Agreement;

provided that these rights of termination will be in addition to all other rights and remedies available to the parties for any breach or default hereunder.

8.2. Consequential Termination – This Agreement will terminate immediately and automatically upon CSS receiving notice from the Customer that the Customer seeks a refund under s. 6.3 of this Agreement, or under any analogous provision of any “Third Party Product Purchase Agreement” or “Software License Agreement” between CSS and the Customer.

8.3. Suspension of Obligations - If either party should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, but this Section will not permit the Customer to suspend its obligation to make payments owing in respect of Support and other Software Services.

9. GENERAL

9.1. Complete Agreement; Amendments – This Agreement, as modified and affected by CSS's standard Software license fees and the terms of any agreement between CSS and the Customer relating to licensing of Software (as opposed to the mere provision of Software, to which this Agreement relates in respect of Releases and Versions), is the complete and exclusive statement of the Agreement between the parties with respect to the subject matter contained herein and supersedes and merges all prior representations, proposals, understandings and all other agreements, oral or written, express or implied, between the parties relating to the matters contained herein. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except that CSS may fill future purchase or other orders for further goods or services available under this Agreement, and if CSS does so the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise.

9.2. Force Majeure - Dates or times by which either party is required to perform under this Agreement excepting the payment of any fees or charges due hereunder will be postponed automatically to the extent that any party is prevented from meeting them by causes beyond its reasonable control.

9.3. Notices - All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such courioring, as applicable, is retained. Notice may also be deposited in the Canadian mails (or if the Customer is resident outside Canada and is rendering the notice, in the mails of that country), postage pre-paid, certified or registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

9.4. Governing Law - This Agreement and performance hereunder will be governed by the laws applicable in the jurisdiction where the Software is installed, excepting in the case of Louisiana when the laws of California will apply, or in the case of Quebec when the laws of Ontario, Canada will apply.

9.5. Non-Assignability - This Agreement is not assignable by the Customer, and any assignment, purported assignment or attempt to assign by the Customer will be a material breach of this Agreement and will further be void. CSS may assign its obligations under this Agreement to CSS's

system integrators or resellers.

9.6. Survival - Sections 6 and 9 will survive termination and expiration of this Agreement.

Software Support and Maintenance Agreement

This document (the “**Agreement**”), consisting of:

- a. the cover pages (collectively, “**Cover Page**”),
- b. the attached table of supported Software (“**Software Table**”);
- c. the attached description of levels of annual support and maintenance (“**Levels Description**”);
- d. the attached Terms and Conditions of Class Support and Maintenance (“**Terms and Conditions**”); and
- e. the attached certificate of insurance (“**Certificate of Insurance**”)

constitutes the agreement between the undersigned customer (“**Customer**”) and Class Software Solutions Ltd. (“**CSS**”) whereby, and CSS and the Customer hereby agree that, the Customer will acquire, and CSS will provide, the software support and maintenance products and services described in this Agreement for the prices shown in the table below. Any apparent contradiction among this Cover Page, the Software Table, the Levels Description, and/or the Terms and Conditions is to be resolved by giving priority to the Terms and Conditions, followed by the Cover Page, Software Table and Levels Description in that order.

Product or Service Description		Cost
1.	Support and Maintenance – Basic	\$4,000
2.	Support and Maintenance – Premium	
RE: 1 or 2: Preferred Renewal Date (Optional) - _____ (mm, dd, yyyy)		
ACCREDITATION DISCOUNT AVAILABLE? (To be completed by CSS post installation date) Yes / No		(15%) ()
Total Cost		\$4,000

Payment Terms for Support and Maintenance

1. The cost for the Support and Maintenance services is payable annually in advance and is due in its entirety on the Support Start Date, unless the Customer has specified a Preferred Renewal Date in the appropriate space in the table above in which case only the cost of Support and Maintenance prorated from the Support Start Date to the Preferred Renewal Date is payable on the Support Start Date. Thereafter, the Support and Maintenance fee is payable in advance on every annual anniversary of the Support Start Date or, if there is a Preferred Renewal Date, every anniversary of the Preferred Renewal Date (the applicable anniversary being the “Support Renewal Date”). CSS will provide invoices to the Customer for all such amounts, such invoices due on the later of (a) the Support Start Date or applicable Support Renewal Date, as applicable, and (b) 30 days after receipt of the invoice. Overdue invoices shall bear interest at 1 % per month, 12.68% per annum.
2. Subject to the availability of an “Accreditation Discount” as described in the Terms and Conditions, the annual cost of Support and Maintenance hereunder is 25% of the license fee which would be applicable if the Software with respect to which Support and Maintenance are provided hereunder were licensed anew by the Customer at CSS’s standard license rates as they exist on the effective date hereof or the Support Renewal Date, as applicable, provided that, excluding increases due to Support and Maintenance of additional Software from one contractual year to the next, any increase in costs hereunder from one contractual year to the next may not exceed ten (10) percent of the Support and Maintenance fees payable for the year just ending upon that Support Renewal Date.
3. The Customer will pay all shipping & handling charges, applicable sales, use, withholding and excise taxes, and any other assessments in the nature of taxes, duties or charges however designated on the services rendered under this Agreement, exclusive of taxes based on the net income of CSS.
4. All prices are in the currency of the country in which the Software is installed.

{The remainder of this page is intentionally BLANK}

The parties hereto each hereby acknowledge that they have read, understand and agree to be bound by this Agreement.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Full Legal Customer Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Address</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Facsimile</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Authorized Signatory</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date</div>	<p>Designated Customer contact person/CSS System Administrator and site; if more than one, provide all</p> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>
---	---	---

Class Software Solutions Ltd.

Authorized Signatory

Date

*{The remainder of this page is intentionally **BLANK**}*

Software Table: Licensed Class Software Modules

Module	No. of Copies of Module Supported/ Maintained	Initial Software Licensing Cost	Total Module Support / Maintenance Cost
Operating Modules (Associated Maintenance Modules in parentheses)			
i. Program Registration (Program Maintenance)	2	\$1,750	\$875
ii. FlexReg (automatically licensed if i is licensed)		◆	
iii. Memberships (Membership Maintenance)		\$1,750	
iv. Facility Booking (Facility Maintenance)	3	\$1,750	\$1,312.50
v. QuickRez (licensed only with Services and iv)		◆	
vi. Point of Sale (POS Maintenance)		\$1,750	
vii. Sport Scheduling		\$1,750	
viii. Calendar		\$500	
ix. Telephone Client Logins (min. 4 lines) (IVR Maintenance)		\$1,750	
System Features			
Server Based Licensing			
x. Randomization		\$5,000	
xi. Affinity		◆	
xii. CustomerSync		\$5,000	
xiii. PortalSync		\$5,000	
xiv. AssetSync		\$5,000	
xv. FinanceSync	1	\$1,750	\$437.50
xvi. BrochureSync		\$1,750	
xvii. Multilingual (times total of items 1 and iv licenses)		\$500	
xviii. Telephone Program Registration & Voice Server		\$5,000	
xix. Payment Processing Server (Credit and, Debit and Electronic Funds Transfer)	1	\$5,000	\$1,250
User-Based Licensing			
xx. Integrated Workstation Debit Card		\$250	
xxi. POS Touch Screen		\$500	
xxii. Kiosk		\$1,750	
Internet			
xxiii. Internet Program Registration		\$5,000	
xxiv. Internet Facility Booking		\$5,000	
xxv. Maps		\$2,500	
xxvi. Internet Sports Scheduling		\$5,000	
xxvii. Internet Facility Availability		\$5,000	
xxviii. Internet Client Login (25 Concurrent Users permitted per license)		\$5,000	
System Modules—Costs included in costs of other licensed Modules			
xxix. System Utilities as defined in the Terms and Conditions	◆	◆	◆
Other			
xxx. Reports	1	\$500	\$125
xxxi. Membership Scanning Station		\$500	
Total Cost			\$4,000

Total cost indicated is potentially subject to reduction per Accreditation Discount.

As per the Cover Page, the amounts shown in the “Initial Software Licensing Cost” and “Total Module Support/ Maintenance Cost” columns of the Software Table are applicable only upon the date of entry into this Agreement, and are subject to change thereafter in accordance with this Agreement’s terms.

Description of Levels of Annual Support and Maintenance

1. Basic

Basic Annual Support and Maintenance includes the following:

- Unlimited toll free telephone support between 6:00 am and 5:30 pm Pacific Time ("PT") Mon – Fri ("**Regular Support Hours**") and
- Unlimited dial-in access support (see Notes a, b and c below for qualification) for "system down" issues (only) between 5 AM - 6 AM and 5:30 PM – 11:00 PM (PT) weekdays and 5:00 a.m. – 11:00 p.m. (PT) Saturday and Sunday ("**Extended Support Hours**")
- Limited report customization & query support (i.e. calls of 15 minutes duration or less)
- Access to CSS's secure Web site
- Regular documentation and communications provided to the Customer
- New Releases and Versions as described in the Terms and Conditions

Notes:

- a) Qualifying sites must have direct dial-in and Internet e-mail capability for Extended Support Hours.
- b) Support calls placed during Extended Support Hours must be placed through an authorized contact person.
- c) Under Basic Annual Support and Maintenance, Support during Extended Support Hours is available only for "system down" problems that result in the Customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around. All other calls – including all calls related to upgrades – placed by the Customer within Extended Support Hours will be billed to the Customer under a separate agreement.

2. Premium

Premium Support provides for the same services as Basic Annual Support and Maintenance, and additionally provides that, subject to Notes a) and b) above, all Support available during Basic Support Hours is also available during Extended Support Hours.

3. Holiday Hours

The CSS Support Desk will be open with reduced staff on the following Canadian statutory holidays: Good Friday; Victoria Day (3rd Monday in May); Canada Day (July 1st); BC Day (1st Monday in August); Thanksgiving (2nd Monday in Oct); Remembrance Day (November 11); Boxing Day (December 26). On the following holidays, the CSS Support Desk will be closed: New Year's Day, Christmas Day, Labor Day (1st Monday in September).

Terms and Conditions of Class Support and Maintenance

1. DEFINITIONS

1.1. Definitions - For the purposes of interpreting this Agreement, the following terms will have the following meanings:

- a) **"Initial Installation"** means the date upon which any of the Software has first been installed on any server computer owned or controlled by the Customer.
- b) **"Maintenance"** means the provision of error investigation and repair services and of new Versions and Releases, as described in Section 3.1.
- c) **"Module"** means a single type of Software referred to in any particular line item of the Software Table, such that each such line item refers to one, and only one, Module, regardless of the number of copies referred to in such line item, except in line item xxix to which h) applies.
- d) **"Release"** means any release, update, patch, set of revisions, or bug/permanent fix or temporary bypass solution released by CSS to its customers generally during the term of this Agreement, which provides enhancements and/or error corrections to the then-current Version or Release, and where a new Version has been released and no new Release has been released since the release of that Version, that Version will also constitute a Release for the purpose of determining whether Support or Maintenance is available with respect to that Version. New Releases will be denoted by an increase to the version number to the right of the decimal point such as from Release 1.1 to Release 1.2.
- e) **"Software"** means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by CSS and are identified in the Software Table as being subject to Support and Maintenance in connection with this Agreement, and any Versions or Releases thereof provided by CSS, in executable form.
- f) **"Support"** means the ongoing telephone and dial-in support and problem resolution to assist the Customer in the use of the Software. It may include but is not limited to response to inquiries regarding the operation, installation, administration and general technical assistance requested by the Customer. Support also includes, provided that such assistance can be provided in fifteen (15) minutes or less:
 - i) Limited assistance with report customization and the development of custom queries, and
 - ii) Assistance to isolate the source of problems and/or to troubleshoot difficulties resulting from sources other than CSS products or services, such as:
 - General network support - for example network access, printing, backup & restoration;
 - PC hardware trouble shooting;
 - PC setup, configuration and optimization;
 - Network operating system configuration and functionality;
 - Basic Microsoft Corporation "Windows" functionality (e.g. using File Manager or Explorer);
 - Modem configuration & setup;
 - Data corruption due to lack of disk space; and
 - Loss of supervisor or other passwordbut expressly excludes any services or assistance relating to database issues, unless acquired under an addendum to this Agreement.
- g) **"Support Start Date"** means the day ninety (90) days after Initial Installation.
- h) **"System Utilities"** includes the following Modules: Accounting Processes, Central Login, Class Log File, Copy Class Database, Edit Class Database, Maintain Class Database, MSDE Tool, Oracle Setup Utility, Query Tool, System Maintenance, Upgrade Class Database and View Components.
- i) **"Version"** means a version of the Software providing a particular functionality, while a new Version of the Software will provide new/additional functionality and/or improvements to a previous Version. New Versions will be denoted by a change to the version number to the left of the decimal point such as from Version 1.0 to Version 2.0.

1.2. Headings - The headings contained in this Agreement are inserted for

5. EXCLUDED SUPPLIES AND SERVICES

5.1. Without limitation, the following supplies and services are excluded from

convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

2. SUPPORT SERVICES

2.1. CSS will provide to the Customer Support for:

- a) the Release of the Software that is from time to time the most recently-released, generally available Release, and
- b) for the twenty-four (24) months immediately following general availability of the Release described in a), for the Release which immediately precedes that Release. Support services will not be provided for any non-current Version or Release after twenty-four (24) months from the date of availability of the newer Version or Release.

3. MAINTENANCE SERVICES

3.1. With respect to any Release of the Software supported at the time, upon receipt of notification from the Customer's authorized contact personnel of an apparent error in the Software, CSS will use commercially reasonable efforts to promptly investigate the issue and determine whether or not there is in fact an error and to advise the Customer that either an error does not exist, or confirm that one does exist and what, if any, work-around exists. Errors will be deemed to be any design or programming error in the Software attributable to CSS which prevents the Software from substantially complying with the functionality as set out in the user documentation (on-line or hard-copy) delivered with the Software and which materially affects the use, function or performance of the Software. When errors are confirmed, CSS will use commercially reasonable efforts to correct such errors and provide Customer with a correction or service pack for the Software as soon as it is practical in CSS's sole discretion.

3.2. CSS will provide to the Customer, either physical form by mail or courier or in electronic form via the Internet, new Releases and Versions (and appropriate documentation) as such Releases or Versions (and documentation) become available, without additional charge.

4. ASSIGNMENT OF PRIORITIES FOR SUPPORT ISSUES

4.1. New support incidents are assigned one of the following four priority levels, each with its respective standard completion target:

Call Priority Level	Description	Standard Completion Target
A – Down	Fatal issues that result in the Customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around.	Within 12 hours.
B – Urgent	Serious issues significantly impacting use of system but do not prevent core functions (such as processing registrations, memberships, rentals) from being fulfilled.	Within 24 hours.
C – Normal	All other issues, except those classified as D (Low).	Within 36 hours.
D – Low	Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement.	None

Customer will request a ranking of the call priority when initially reporting the incident. Should there be any disagreement over the priority assigned to a particular incident, or any other aspect of its handling, by CSS support staff, Customers are encouraged to first speak directly to the support representative dealing with the issue in order to arrive at an acceptable solution. In cases where escalation is desired or necessary, please contact the Supervisor, Support Services with any concerns you may have (phone 1-800-663-4991).

Support and Maintenance:

- a) Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the Software was initially installed;

Terms and Conditions of Class Support and Maintenance

- b) Services which are required to remedy problems which do not stem from any defect in Software;
- c) Services which are required to remedy problems caused by lack of training of Customer's personnel improper treatment or use of the Software;
- d) Full report customization service;
- e) Any and all hardware support, maintenance or troubleshooting issues, except as described in section 1.1 1.1.f)ii), regardless of the source of such hardware.

6. FEES AND PAYMENT

6.1. In consideration of the Support and Maintenance provided hereunder, Customer agrees to pay CSS the fees described on the Cover Page, as modified pursuant to this Agreement. In the event the Customer requires Support and Maintenance for additional Software, the Customer agrees to pay CSS the additional Support and Maintenance fees applicable based upon the fees then in effect, prorated from the date of agreement to acquire such services to the Support Renewal Date. Payment, other than amounts, which may be adjusted under these Terms and Conditions, will be in accordance with the payment terms set out on the Cover Page.

6.2. Unless the Software Table indicates otherwise, the fees charged hereunder are applicable to Support and Maintenance of Software used with respect to only a single database of Customer data. If the Customer, after entering this Agreement, places in service one or more additional databases to be used in relation to the Software, then for each such additional database an additional 25% of all Support and Maintenance fees charged hereunder, exclusive of such extra database fees, will be payable. The Customer will notify CSS as soon as reasonably possible of the installation or use of any such additional database(s).

6.3. If the Customer has indicated to CSS that the Customer intends to qualify for an "Accreditation Discount", then the total cost of Support and Maintenance hereunder will be discounted by fifteen (15) per cent, and the Cover Page modified accordingly by CSS, provided that on or before the Support Start Date, a CSS representative has verified to CSS's reasonable satisfaction that all of the following criteria are met:

- a) Approved dial-in access – The Customer provides means approved by CSS, and appropriate internet connections, for dial-in access by CSS personnel at any time except for reasonable system downtime for system maintenance and in particular without exception relating to the Customer's security requirements;
- b) CSS System Administrator(s) - The Customer has one or more employees in the department or agency using the Software (each a "CSS System Administrator") trained on all of the Software, who are available to work with other users of the Software and able to handle most of the basic questions from the Customer's users of the Software. The CSS System Administrators must also be familiar with the version of the Microsoft Corporation "Windows:" based operating system in use by the Customer, be familiar with the setup and installation of the Software on workstations used to access the Software, and know the administrative login and password. All communications between the Customer and CSS are to occur through a CSS System Administrator, who must be authorized to make policy decisions for the Customer relating to the Software;
- c) Electronic Communication – The CSS System Administrator(s) is (are) capable of communicating with CSS via the internet and electronic mail for support and file transfer purposes;
- d) Database Administrator - The Customer has one or more employees in the department or agency using the Software with expertise relating to the database platform used by the Software, evidenced either by certification or course work reasonably satisfactory to CSS, or by equivalent experience including the ability to install, maintain, backup and restore, troubleshoot, and optimize the database environment, and the Customer assumes full responsibility for maintaining the Customer's database environment such that CSS has no obligations to provide any support whatsoever relating to the Customer's database(s); and
- e) Network Administrator – the Customer has one or more employees in the department or agency using the Software with expertise relating to the network operating system by which client workstations are connected to or use the Software, evidenced either by certification or course work reasonably

satisfactory to CSS, or by equivalent experience including the ability to install, maintain, troubleshoot, and optimize the network, and the Customer assumes full responsibility for maintaining the Customer's network environment such that CSS has no obligations to provide any support whatsoever relating to the network;

and if at any time during the term of this Agreement any of these criteria are not met, the Accreditation Discount will no longer be valid and the amount discounted from the total fees for Support and Maintenance as a result of such Accreditation Discount, pro-rated from the date such criteria were first not met until the next following Support Renewal Date, will immediately be payable by the Customer to CSS, such amount to be invoiced by CSS to the Customer. **The Customer will immediately notify CSS upon any of these criteria no longer being met.**

6.4. If at any time after the Customer has initially licensed any of the Software from CSS, the Customer's right to receive Support and Maintenance, or comparable services, from CSS under this Agreement or a comparable agreement has lapsed for any reason whatsoever, voluntarily or otherwise, and the Customer wishes to receive Support and Maintenance from CSS, the Customer will pay to CSS, prior to re-instatement of Support and Maintenance services:

- a) all fees that would have been payable hereunder had this Agreement been in force during the time during which Support and Maintenance rights had so lapsed, and
- b) an additional fee of forty (40) per cent of the license fees which would be payable if the Software to be subject to such Support and Maintenance were licensed anew at CSS's then-standard license fees on the date of re-instatement of Support and Maintenance rights.

7. ACCESS TO SYSTEM AND OTHER CUSTOMER OBLIGATIONS

7.1. Customer will provide, at no cost to CSS:

- a) sufficient space to allow CSS personnel on the Customer's site to perform the on-site Services acquired hereunder;
 - b) office supplies and services such as photocopying, facsimile and telephone access;
 - c) without limiting 4.1.a), education and training facilities adequate to the training services acquired hereunder, including classroom space, networked PCs (minimum 1 PC for every two training participants), networked printing capability, computer display/projection facilities, and flip chart or whiteboard, plus markers and other ancillary supplies;
 - d) subject to the security requirements of the Customer, 24 hour access to the Customer's system via either an always-available telephone circuit or an always available internet connection to enable CSS or its designated representative to perform any of the obligations placed upon CSS by this Agreement.; and
 - e) subject to the security requirements of the Customer, remote dial up/internet access methods approved by CSS to allow CSS to remotely diagnose and correct errors in the Software and provide other Services.
- 7.2. Without limiting the Customer's obligations, Customer will:
- a) use its best efforts to upgrade to any new Release or Version of the Software as soon as possible after becoming aware of its availability;
 - b) ensure that at all times at least one current staff person of the Customer, who is the Customer contact person named on the Cover Page and per 4.2.c), has been fully trained on the Software;
 - c) designate by written notice a single site and single person as the point of contact for telephone or other contact, which site and/or person the Customer may change upon 14 days prior notice; and
 - d) provide particulars of the Customer's system configuration in sufficient detail to allow CSS to effectively provide Services hereunder.

8. REPRESENTATIONS AND WARRANTIES

8.1. Insurance – CSS represents and warrants that it does and will at all times during the term of this Agreement maintain general liability insurance as described in the Certificate of Insurance.

8.2. Limited Warranty of Services - CSS warrants that all services provided hereunder will be performed in full conformity with the Agreement, with the skill and care which would be exercised by those who perform similar services at the time the services are performed, and in accordance with accepted industry practice. In the event of a breach of the express warranties contained herein and/or in the event of non-performance and/or failure of CSS to perform the services in accordance with

Terms and Conditions of Class Support and Maintenance

the Agreement, CSS will, at no cost to Customer, re-perform or perform the services so that the services conform to the warranties.

9. EXCLUSION OF OTHER WARRANTIES AND LIMITATION OF LIABILITY

9.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE WARRANTIES SET OUT IN SECTION 5.1 AND 5.2 ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OR ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED BY LAW (in contract or tort) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY.

9.2. NO INDIRECT DAMAGES – IN NO EVENT WILL CSS BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (in contract or tort) IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, EXCEPTING LOSS OR DAMAGE FOR PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM THE SOLE NEGLIGENCE OF CSS.

9.3. LIMITS ON LIABILITY - IF FOR ANY REASON, CSS BECOMES LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (in contract or tort), EXCEPTING LIABILITY FOR PERSON INJURY OR DAMAGE TO TANGIBLE PROPERTY, INCURRED IN CONNECTION WITH THIS AGREEMENT, THEN:

- a) THE AGGREGATE LIABILITY OF CSS FOR ALL DAMAGES, INJURY, AND LIABILITY INCURRED BY CUSTOMER AND ALL OTHER PARTIES IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE CHARGES PAID TO CSS FOR THE SERVICES WHICH GAVE RISE TO THE CLAIM FOR DAMAGES; AND
- b) CUSTOMER MAY NOT BRING OR INITIATE ANY ACT OR PROCEEDING AGAINST CSS ARISING OUT OF THIS AGREEMENT OR RELATING TO RELEASES OR SERVICES MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

9.4. SEPARATE ENFORCEABILITY - SECTIONS 6.1, 6.2 AND 6.3 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

10. TERM

10.1. Term - The term of this Agreement will commence on the Support Start Date and, subject to termination as provided herein, will continue until the following Support Renewal Date, after which it will be automatically renewed for subsequent one year terms on the same terms and conditions as set out herein (with the exception of the fees payable which may be revised by CSS in accordance with this Agreement) upon CSS rendering an invoice therefor unless terminated by the Customer at least ninety (90) days prior to the Support Renewal Date upcoming from time to time.

11. TERMINATION

11.1. Termination - This Agreement will terminate:

- a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written notice thereof from the non-defaulting party;
- b) at the option of either party if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof;
- c) at CSS' option upon the expiry of sixty days following issuance by CSS of an invoice to the Customer for fees payable under this Agreement and such invoice remaining unpaid, provided that CSS has prior to terminating under this provision provided the Customer with at least ten days' written notice of such non-payment, which minimum 10-day period may expire before, simultaneously with, or after the 60 day period; or
- d) at either party's option if the other party assigns or attempts to assign this Agreement other than as expressly permitted by this Agreement;

provided that these rights of termination will be in addition to all other rights and remedies available to the parties for any breach or default hereunder.

11.2. Suspension of Obligations - If either party should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, but this Section will not permit the Customer to suspend its obligation to make payments owing in respect of Support and other Software Services.

12. GENERAL

12.1. Complete Agreement; Modification – This Agreement, as modified and affected by CSS's standard Software license fees and the terms of any agreement between CSS and the Customer relating to licensing of Software (as opposed to the mere provision of Software, to which this Agreement relates in respect of Releases and Versions), is the complete and exclusive statement of the Agreement between the parties with respect to the subject matter contained herein and supersedes and merges all prior representations, proposals, understandings and all other agreements, oral or written, express or implied, between the parties relating to the matters contained herein. This Agreement may not be modified or altered except by written instrument duly executed by both parties except that CSS may fill future purchase or other orders for further goods or services available under this Agreement, and if CSS does so the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such order stating otherwise.

12.2. Force Majeure - Dates or times by which either party is required to perform under this Agreement excepting the payment of any fees or charges due hereunder will be postponed automatically to the extent that any party is prevented from meeting them by causes beyond its reasonable control.

12.3. Notices - All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such couriering, as applicable, is retained. Notice may also be deposited in the Canadian mails (or if the Customer is resident outside Canada and is rendering the notice, in the mails of that country), postage pre-paid, certified or registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

12.4. Governing Law - This Agreement and performance hereunder will be governed by the laws applicable in the jurisdiction where the Software is situated, excepting in the case of Louisiana when the laws of California will apply, or in the case of Quebec when the laws of Ontario, Canada will apply.

12.5. Non-Assignability - This Agreement is not assignable by the Customer, and any assignment, purported assignment or attempt to assign by the Customer will be a material breach of this Agreement and will further be void. CSS may assign its Support or Maintenance obligations under this Agreement to CSS's system integrators or resellers.

12.6. Survival - Sections 6.4, 6 and 9 will survive termination and expiration of this Agreement.

Software License Agreement

This document (the “**Agreement**”), consisting of:

- a. this cover page (“**Cover Page**”),
 - b. the attached table of licensed Software (“**Software Table**”); and
 - c. the attached Terms and Conditions of Class Software License Agreement (“**Terms and Conditions**”)
- constitutes the entire agreement between the undersigned customer (“**Customer**”) and Class Software Solutions Ltd. (“**CSS**”) whereby, and CSS and the Customer hereby agree that, CSS grants to the Customer the rights and licenses herein described regarding the installation and use of certain computer software for the prices described in the Software Table, as modified from time to time according to this Agreement. Any apparent contradiction among this Cover Page, the Software Table and/or the Terms and Conditions is to be resolved by giving priority to the Terms and Conditions, followed by the Cover Page, and finally the Software Table.

Payment Terms for Software Licenses

- A. All prices are in the currency of the country of installation.
- B. Sales and any other applicable tax(es), duties or any other charges in the nature of taxes and duties are not included unless specifically identified as line items.
- C. Prices shown include freight F.O.B. the Customer’s offices.
- D. No services (i.e. site preparation such as cabling and provision of electricity) are included in costs described herein.
- E. The following installment payment schedule is applicable; figures are percentages of total fees and taxes and other charges re: all Software licensed under this Agreement:

Upon delivery of the Software	25%
30 days after Initial Installation of any Module	65%
90 days after Initial Installation of any Module	10%

- F. CSS will invoice the Customer for the amounts contemplated in paragraph E. All invoices are payable within 30 days of receipt thereof, and such receipt is deemed to occur as though such invoices were notices sent pursuant to section 9.3 of the Terms and Conditions. Overdue invoices will bear interest at 1% per month, 12.68% per annum.

The parties hereto each acknowledge that they have read, understand and agree to be bound by this Agreement.

_____	_____	_____
<i>Full Legal Customer Name</i>	<i>Authorized Signatory</i>	<i>Date</i>

<i>Address</i>		

<i>Facsimile</i>		
Class Software Solutions Ltd.	_____	_____
	<i>Authorized Signatory</i>	<i>Date</i>

Software Table: Licensed Class Software Modules

Module		Module Unit Price	No. of Copies of Module Licensed	Total Module Cost
Operating Modules (Associated Maintenance Modules in parentheses)				
xxxii.	Program Registration (Program Maintenance)	\$1,750	2	\$3,500
xxxiii.	FlexReg (licensed only with Services and iv)	◆		
xxxiv.	Memberships (Membership Maintenance)	\$1,750		
xxxv.	Facility Booking (Facility Maintenance)	\$1,750	3	\$5,250
xxxvi.	QuickRez (licensed only with Services and iv)	◆		
xxxvii.	Point of Sale (POS Maintenance)	\$1,750		
xxxviii.	Sport Scheduling	\$1,750		
xxxix.	Calendar	\$500		
xl.	Telephone Client Logins (min. 4 lines) (IVR Maintenance)	\$1,750		
System Features				
Server Based Licensing				
xli.	Randomization	\$5,000		
xlii.	Affinity	◆		
xliii.	CustomerSync	\$5,000		
xliv.	PortalSync	\$5,000		
xliv.	AssetSync	\$5,000		
xlvi.	FinanceSync	\$1,750	1	\$1,750
xlvi.	BrochureSync	\$1,750		
xlvi.	Multilingual (times total of items 1 and iv licenses)	\$500		
xlix.	Telephone Program Registration & Voice Server	\$5,000		
l.	Payment Server (Credit and, Debit and Electronic Funds Transfer)	\$5,000	1	\$5,000
User-Based Licensing				
li.	Integrated Workstation Debit Card	\$250		
lii.	POS Touch Screen	\$500		
liii.	Kiosk	\$1,750		
Internet				
liv.	Internet Program Registration	\$5,000		
lv.	Internet Facility Booking	\$5,000		
lvi.	Maps	\$2,500		
lvii.	Internet Sports Scheduling	\$5,000		
lviii.	Internet Facility Availability	\$5,000		
lix.	Internet Client Login (25 Concurrent Users permitted per license)	\$5,000		
System Modules—Costs included in costs of other licensed Modules				
lx.	System Utilities as defined in section 1.1.r) of the Terms and Conditions	◆	◆	◆
Other				
lxi.	Reports	\$500	1	\$500
lxii.	Membership Scanning Station	\$500		
			Total Cost	\$16,000

Terms and Conditions of Class Software License Agreement

1. Interpretation

1.1. Definitions - For the purposes of interpreting this Agreement, the following terms will have the following meanings:

- a) **"Agreement"** means this Class Software License Agreement.
- b) **"Client Workstation"** means a computer attached to a local- or wide-area network (including an Intranet), which accesses the Software or Enterprise Database.
- c) **"Concurrent Use"** means use at the same moment in time to access a given server computer (of any kind) owned or controlled by the Customer.
- d) **"Customer"** means the legal entity other than CSS entering this Agreement.
- e) **"CSS"** means Class Software Solutions Ltd.
- f) **"Database Server"** means the single server computer upon which the Enterprise Database is resident.
- g) **"Enterprise Database"** means the MS SQL Server database files containing customer data (which is owned by Customer) and which is accessed by the Software.
- h) **"Initial Installation"** means initial installation of any Module on any server computer owned or controlled by the Customer.
- i) **"Internet Client"** means a remote device capable of using the Internet and either Internet Explorer 4.0 or higher or Netscape Navigator 4.7 or higher to access selected Software on the Internet Server or the Enterprise Database on the Database Server via the Internet Server.
- j) **"Internet Server"** means a single server computer used by the Customer which enables access to the Software by individuals using an Intranet or the Internet, having a minimum configuration as set out in hardware specifications previously described to the Customer as applicable to the Software to be installed and used upon it.
- k) **"IVR Server"** means a single server computer used by the Customer for voice-recognition and telephone-based, rather than computer-based, access to the Enterprise Database by the Customer's clients, having a minimum configuration as set out in hardware specifications previously described to the Customer as applicable to the Software to be installed and used upon it.
- l) **"Maintenance Module"** means any item of Software shown in the Software Table in parentheses adjacent to a type of Operating Software.
- m) **"Module"** means a single type of Software referred to in any particular line item, such that each such line item refers to one, and only one, Module, with respect to which one or more licenses may or may not be granted hereby, except in line item xxx to which r) applies.
- n) **"Operating Module"** means any item of Software listed but not in parentheses in line items i through ix.
- o) **"Payment Server"** means a single server computer used by the Customer to process electronic payments from its clients, having a minimum configuration as set out in hardware specifications previously described to the Customers as applicable to the Software to be installed and used upon it.
- p) **"Software"** means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by CSS and are identified in the Software Table as licensed (or sublicensed) to the Customer by CSS in connection with this Agreement, and/or which

are in the future provided to the Customer by CSS under any circumstances unless provided under a separate licensing agreement.

- q) **"Software Table"** means the table of CSS Software Modules licensed hereunder, shown on the page of this Agreement immediately following the Cover Page.
- r) **"System Utilities"** includes the following: Accounting Processes, Central Login, Class Log File, Copy Class Database, Edit Class Database, Maintain Class Database, MSDE Tool, Oracle Setup Utility, Query Tool, System Maintenance, Upgrade Class Database and View Components.
- s) **"User"** means a person who accesses and uses any of the Software to access, use or affect the Enterprise Database in any manner whatsoever.

1.2. "Line Items" – Any reference herein to a "line item" or "line items" is a reference to the appropriate line item(s) of the Software Table.

1.3. Headings - The headings contained in this Agreement are inserted for convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

2. GRANT OF LICENSES AND LIMITATIONS THEREON

2.1. CSS hereby grants to the Customer a non-exclusive right and license, subject to this Agreement, to install and/or use the Software as follows:

- a) **Operating Modules** - For every Operating Module licensed pursuant to the Software Table the Customer may:
 - i) install the Operating Module upon as many Client Workstations as the Customer wishes, and
 - ii) permit Users to use such Operating Modules to access the Enterprise Database on the Database Server provided that only the number of copies of any particular Operating Module licensed pursuant to the appropriate line items may be in Concurrent Use.
- b) **Maintenance Modules** - For every Operating Module licensed pursuant to the Software Table for which the Software Table shows a corresponding Maintenance Module, the Customer may install and use such corresponding Maintenance Module upon as many Client Workstations as the Customer wishes, with no limits with respect to the number of units of such Maintenance Modules which may be in Concurrent Use.
- c) **System Features (Server Based Licensing)** – Subject to d), the Customer may install one copy of each Module licensed pursuant to line items x through xix on each of as many Client Workstations as the Customer wishes, and may use and permit use of such Modules by its clients, without limit as to the number Users or transactions which simultaneously use any such Module.
- d) **Exceptions Regarding Unlimited System Feature (Server Based Licensing)** – Any Module licensed pursuant to:
 - i) line item xviii ("Telephone Program Registration & Voice Server") may be installed as to one copy, on one IVR Server, per license acquired, and all such Modules together may be in Concurrent Use by, at most, the number of lines of the "Telephone Program Registration and Voice Server" Module licensed pursuant to line item ix;
 - ii) line item xix ("Payment Server") may be in Concurrent Use by, at most, the number of lines of the Integrated Workstation Debit

Terms and Conditions of Class Software License Agreement

Card Module, as applicable, licensed pursuant to line item xx.

- e) **System Features (User Based Licensing) – Payment Processing Modules** – For each Module licensed pursuant to line item xx the Customer may:

- i) install such Module upon as many Client Workstations as the Customer wishes, and
- ii) permit Users to use such Modules to pay for products and/or services available from the Customer through the use of other Modules provided that only the number of copies of these Payment Processing Modules shown as being licensed in line item xx may be in Concurrent Use.

- f) **Internet Licenses** - For every Module licensed pursuant to line items lii and liii the Customer may:

- i) install one copy of each such Module per license of such Module on one Internet Server, and
- ii) subject to g), permit Users to access and use such Modules to access the Database Server via Internet Clients connecting via a licensed Internet Server, provided that at any time, any or all such Modules may be in Concurrent Use by, at most, the number of licenses of the "Internet Client Login" Module licensed pursuant to line item xxviii multiplied by twenty-five (25).

- g) The Customer hereby acknowledges that the mechanism utilized by the Software to control the number of Users or Internet Clients which can simultaneously access and use Modules licensed per line items lii and liii is based upon the number of Users who have at any time logged in to the Customer's computer network using their passwords, such that any User so logged into that network in a manner that would enable the User to access and use the Modules listed in those line items will in fact reduce by one the number of Users able to simultaneously access those Modules, even if such User is not in fact accessing or using any such Module. **The Customer hereby waives any claim, and releases CSS from any such claim and from any losses or damages the Customer suffers in relation thereto, in connection with the inability of the number of Users indicated in line item xxviii to simultaneously access the Modules licensed per line items xxiii and xxvii, where such inability is the result of Users not actually using the Modules licensed per those line items absorbing available login access in the manner described in this provision.**

- h) **Other Licenses (Reports)** – For each Module licensed pursuant to line item xxx, the Customer may:

- i) install one copy of such Module upon a single Client Workstation per license of such Module, and
- ii) permit Users using such licensed Client Workstation(s) to use such Module(s), provided that only the number of copies of such Module licensed pursuant to line item xxx may be in Concurrent Use, and further only one copy may be in Concurrent Use on any given licensed Client Workstation.

- i) **Other Licenses (Membership Scanning Station)** – If the Customer has licensed the "Membership Scanning Station" Module pursuant to line item xxxi, the Customer may install one copy of such Module on each of as many pass scanning stations as the Customer has licensed copies of that Module as shown in line item xxxi.

2.2. Additional Copies - Customer will not make any copies of the Software, except as necessary for the installation permitted hereby and except for:

- a) copies of each Module licensed hereunder for training and testing purposes, and

- b) one copy of each Module licensed hereunder for backup purposes, provided that all electronic copies made include screen displays of CSS's proprietary or intellectual property notices as recorded on the original copy provided by CSS, and the Customer affixes a label to each disk, reel or other housing for the medium on which each physical copy is recorded setting out the same proprietary and intellectual property notices as appear on the unit of Software from which the copy is made in the same manner as those notices appear on that original copy.

2.3. Incidental Installation of System Feature Software – CSS will not require any payment by the Customer for, and hereby releases the Customer with respect to any damages or claims to or by CSS relating to, unlicensed Modules listed in the Software Table under "System Features" the Software for which is automatically installed on any hardware of the Customer in the process of installation of any other Module(s), provided that the Customer shall not use, and shall not permit any other person to use, any such Modules.

3. CHARGES AND PAYMENTS

3.1. Software License Fees - The charges and payments applicable to the installation and use of the Software by the Customer are set out on the Cover Page.

3.2. Taxes and Other Charges – The Customer will pay all shipping & handling costs and all applicable sales, use, withholding and excise taxes, and any other assessments against the Customer in the nature of taxes, duties or charges however designated on the Software or its license or use, on or resulting from this Agreement, exclusive of taxes based on the net income of CSS.

4. OWNERSHIP OF SOFTWARE

4.1. Warranty of Title - CSS warrants that it has all rights necessary to make the grant of license herein by having all right, title and interest in and to the Software or as licensee of all such rights from the owner thereof.

4.2. Retention of Rights by CSS and Customer's Obligations - All proprietary and intellectual property rights, title and interest including copyright in and to the original and all copies of the Software and the documentation or any changes or modifications made to the Software or related documentation will be and remain that of CSS, or its licensor as the case may be. Without limiting the foregoing, the Customer will not any time whether before or after the termination of this Agreement:

- a) reverse engineer, disassemble or decompile any Software or prepare derivative works thereof;
- b) copy, transfer, display, or use the Software except as expressly authorized in this Agreement;
- c) disclose, furnish, or make accessible to anyone any confidential information received from CSS or make any use thereof other than as expressly permitted under this Agreement, which confidential information is deemed to include the source and executable code of the Software and all related documentation;
- d) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary and intellectual property rights, title or interest of CSS in and to any Software; or
- e) obliterate, alter, or remove any proprietary or intellectual property notices from the Software in its physical or electronic forms.

Terms and Conditions of Class Software License Agreement

4.3. Intellectual Property Indemnity by CSS - CSS will defend or settle any claim made or any suit or proceeding brought against the Customer insofar as such claim, suit or proceeding is based on an allegation that any of the Software supplied to the Customer pursuant to this Agreement infringes the proprietary and intellectual property rights of any third party in or to any invention, patent, copyright or any other rights, provided that the Customer will notify CSS in writing promptly after the claim, suit or proceeding is known to the Customer and will give CSS information and such assistance as is reasonable in the circumstances. CSS will have sole authority to defend or settle any such claim at CSS's expense. CSS will indemnify and hold the Customer harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding. This indemnity does not extend to any claim, suit or proceeding based upon any infringement or alleged infringement of copyright by the combination of the Software with other elements not under CSS's sole control nor does it extend to any Software altered by the Customer either by enhancement or by combination with product(s) of the Customer's design or formula. The foregoing states the entire liability of CSS for proprietary and intellectual proprietary rights infringement related to the Software. If the Software in any claim, suit or proceeding is held to infringe any proprietary or intellectual property rights of any third party and the use thereof is enjoined or, in the case of settlement as referred to above, prohibited, CSS will have the option, at its own expense, to either (i) obtain for the Customer the right to continue using the infringing item, or (ii) replace the infringing item or modify it so that it becomes non-infringing, provided that no such replacement or modification will diminish the performance of the Software.

4.4. Intellectual Property Indemnity by the Customer – The Customer will defend or settle any claim made or any suit or proceeding brought against CSS insofar as such claim, suit or proceeding is based on an allegation that any Software licensed to Customer pursuant to line item xxx ("Information Management") has been installed, used or otherwise treated in a manner contrary to the terms of this Agreement or the intellectual property rights of the provider of that Software, provided that CSS will notify the Customer in writing promptly after the claim, suit or proceeding is known to CSS and will give the Customer information and such assistance as is reasonable in the circumstances. The Customer will have sole authority to defend or settle any such claim at the Customer's expense. The Customer will indemnify and hold CSS harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

5. WARRANTY

5.1. Limited Warranty of Software - CSS warrants that when utilized by the Customer in a manner authorized hereunder, the Software will conform to the functional specifications set out in the user documentation accompanying the Software for ninety (90) days from Initial Installation. CSS's sole obligation and liability hereunder with respect to any failure to so perform will be to use reasonable efforts to remedy any non-conformity, which is reported to CSS in writing by Customer within that warranty period. In the event CSS is unable to remedy such non-conformity within a reasonable time using reasonable efforts, CSS may refund to Customer the license fee pertaining to the Software and this Agreement will be automatically terminated. All warranty service will be performed at service locations designated by CSS.

5.2. Limited Money-Back Guarantee – At any time prior to the second anniversary of Initial Installation of the first Module to be installed hereunder, if:

- a) the Software does not reasonably conform to the functional specifications described in the user documentation accompanying

that Software upon its initial delivery or to functional specifications described in any statement of work negotiated between CSS and the Customer (as modified by mutual agreement) in effect during such two years; and

- b) CSS has had reasonable opportunity to remedy such non-conformity; and
 - c) the Customer has exerted all reasonable efforts to assist CSS to remedy such non-conformity,
- OR IF
- d) the Customer exercises its rights under provisions, analogous to this provision, of any "Third Party Product Purchase Agreement" or "General Software Services Agreement" between CSS and the Customer,

the Customer may notify CSS in writing that it seeks a refund of all license fees paid under this Agreement, and within 90 days of receipt of such notice CSS will refund to the Customer all license fees paid by the Customer hereunder.

6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

6.1. SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE WARRANTIES SET OUT IN SECTIONS 4.1 AND 6.1 AND THE LIMITED GUARANTEE IN SECTION 6.3 ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, CSS DOES NOT WARRANT THAT ANY SOFTWARE PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF CUSTOMER OR THAT THE OPERATION OF SOFTWARE PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

6.2. RESTRICTIONS ON WARRANTY - CSS HAS NO OBLIGATION TO REPAIR OR REPLACE SOFTWARE DAMAGED BY ACCIDENT OR OTHER EXTERNAL CAUSE, OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN CSS.

6.3. NO INDIRECT DAMAGES – WITHOUT LIMITING THE GENERALITY OF SECTIONS 7.1 AND 7.3, IN NO EVENT WILL CSS BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, EXCEPTING LOSS OR DAMAGE FOR PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY RESULTING FROM THE SOLE NEGLIGENCE OF CSS, IN CONNECTION WITH SOFTWARE PROVIDED HEREUNDER OR IN ANY OTHER RESPECT RELATING TO THIS AGREEMENT.

6.4. LIMITS ON LIABILITY – SUBJECT TO SECTION 6.3 BUT DESPITE ANY OTHER PROVISION OF THIS AGREEMENT, IF, FOR ANY REASON, CSS BECOMES LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), EXCEPTING LIABILITY FOR PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY, INCURRED IN CONNECTION WITH THIS AGREEMENT, THEN:

- A) THE AGGREGATE LIABILITY OF CSS FOR ALL DAMAGES AND LIABILITY INCURRED BY CUSTOMER AND ALL OTHER PARTIES IN CONNECTION WITH THE SOFTWARE IN QUESTION WILL BE

Terms and Conditions of Class Software License Agreement

LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT PAID TO CSS FOR THE LICENSE OF THE MODULE OR MODULES WHICH GAVE RISE TO THE CLAIM FOR DAMAGES; AND

- B) IN ANY CASE THE CUSTOMER MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST CSS ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY SOFTWARE PROVIDED HEREUNDER MORE THAN TWO YEARS AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN,

AND ANY AND ALL AMOUNTS PAID BY CSS TO THE CUSTOMER ON ACCOUNT OF ANY REFUND UNDER SECTION 6.3 ARE DEEMED TO CONSTITUTE DAMAGES UNDER PARAGRAPH A) AND WILL ACCORDINGLY REDUCE THE AMOUNT PAYABLE BY CSS UNDER THAT PROVISION.

6.5. SEPARATE ENFORCEABILITY - SECTIONS 7.1 THROUGH 7.3 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

7. TERMINATION

7.1. Termination - This Agreement will terminate:

- a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within 30 days after receiving written notice thereof; and
- b) without limiting 8.1.a), at the option of CSS if the Customer breaches section 3 of this Agreement

provided that the right of termination will be in addition to all other rights and remedies available to the parties for breach or default by the other.

7.2. Consequential Termination - This Agreement will terminate immediately and automatically upon CSS receiving notice from the Customer that the Customer seeks a refund under s. 6.3 of this Agreement, or under any analogous provision of any "Third Party Product Purchase Agreement" or "General Software Services Agreement" between CSS and the Customer.

7.3. Suspension of Obligations - If either party should default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, but this section will not permit the Customer to suspend its obligation to make payments owing in respect of the Software.

7.4. Return of Software - In the event of termination of this Agreement for any reason whatsoever, Customer will immediately return to CSS all physical copies of Software delivered by CSS to the Customer or otherwise in the Customer's possession or control, except as expressly permitted by CSS to destroy, destroy all physical copies of the Software not returned to CSS, delete all electronic copies of the Software from its systems, and certify in writing to CSS that such actions have all been completed.

8. AUDIT AND MONITORING RIGHTS

8.1. CSS may, upon a minimum of 24 hours written notice to the Customer, attend upon the Customer's premises and verify that the Software licensed pursuant to this Agreement is installed and being used only as permitted hereby. Such inspections may occur a maximum of twice per calendar year, and will be performed only during the Customer's regular business hours and conducted in a manner so as minimize to the extent reasonable any interference with the Customer's business. Further, CSS may, using automatic means which do not interfere with the use of the

Software by the Customer or Users other than as described in this provision, monitor at any time usage of the Software by the Customer and or its Users, through monitoring of the number of copies of any particular Module(s) in Concurrent Use.

9. GENERAL

9.1. Complete Agreement; Modification- This Agreement constitutes the complete and exclusive statement of the agreement between CSS and the Customer relating to the licensing of the Software, and supersedes all oral or written proposals, prior agreements and other prior communications between the parties, concerning the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except that CSS may fill future purchase or other orders for further goods or services available under this Agreement, and if CSS does so the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise.

9.2. Force Majeure - Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, will be postponed automatically to the extent that any party is prevented from meeting them by causes (other than inability to pay) beyond its reasonable control.

9.3. Notices - All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such couriering, as applicable, is retained. Notice may also be deposited in the Canadian mails (or if the Customer is resident outside Canada and is rendering the notice, in the mails of that country), postage pre-paid, certified or registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

9.4. Governing Law - This Agreement and performance hereunder will be governed by the laws of the jurisdiction where the Database Server is situated excepting in the case of Louisiana when the laws of California will apply, or in the case of Quebec when the laws of Ontario will apply.

9.5. Non-Assignability - This Agreement is not assignable by the Customer. Any assignment, purported assignment or attempt to assign by the Customer will be a material breach of this Agreement and will be void.

9.6. Survival - Sections 4, 7, 7.4 and 9 of this Agreement will survive termination and expiration of this Agreement.

9.7. U.S. Government Restricted Rights - The Software and documentation are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) (1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Contractor/ Manufacturer is Class Software Solutions Ltd., Suite 300, 6400 Roberts Street, Burnaby, British Columbia, Canada, V5G 4C9.

